



Government Support Services – Contracting
100 Enterprise Place
Suite # 4
Dover, DE 19904-8202

January 5, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: CARMEN HERRERA
IT PROCUREMENT OFFICER
302-739-9683

SUBJECT: **AWARD NOTICE – Addendum # 13 – Effective January 1, 2011**
CONTRACT NO. GSS06455-TELECOMMVOICE
TELECOMMUNICATIONS VOICE SYSTEMS

**TABLE OF CONTENTS
OF
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	4
5. PRICING:	4
6. STATEMENT OF WORK:	4
ADDITIONAL TERMS AND CONDITIONS	9

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

[\(Return to Table of Contents\)](#)

REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

[\(Return to Table of Contents\)](#)

Each contractor's contract shall be valid for a Three year period November 1, 2006 through October 31, 2009. Each contract may be renewed for two (2) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Contract extended an additional year to expire October 31, 2010.

This contract has been extended through November 30, 2010.

This contract has been extended through December 31, 2010.

This contract has been extended through December 31, 2011.

3. VENDORS:

[\(Return to Table of Contents\)](#)

<p>FSF ID: 35083 MITEL BUSINESS SYSTEMS, INC. Attn: Michele Maggard 7300 W. Boston St. Chandler, AZ 85226-3229 Phone: (602) 629-3126 Fax: (602) 302-8993 Email: Michele_maggard@mitel.com Website: www.mitel.com</p> <p>INTERTEL Product Line: Voice System: Intertel CS 5200 AXXESS Voice Messaging: Enterprise Messaging UPS: APC</p>	<p>FSF ID: 24730 COLLINS BUSINESS SYSTEMS, INC. Attn: Mike Holmes P.O. Box 726 New Castle, DE 19720-0726 Phone: (302) 658-1700 Fax: (302) 658-6170 Email: mholmes@collinsvoice.com Website: NEC Product Line: Voice System: Electra IPK / IPK II NEC 2000/2400 Voice Messaging: NEAX 16/64 IVR: NEC Q-Master TOSHIBA Product Line: Voice System: Toshiba CIX / CTX Voice Messaging: STRATAGY IVR: OAI SYS Voice Assistant Loggers & Recorders: VERINT Call Recording MERCOT Audilog UPS: APC VALCOM MULTIPATH Product Line: ESI Product Line: iRecord Product Line: FTR Product Line:</p>
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<p>FSF ID: 26116 MARTEL, INC. Attn: Laura Pajerowski 4608 S. DuPont Hwy Suite # 1 Dover, DE 19901-6408 Phone: (302) 674-5660 Fax: (302) 674-0447 Email: laurap@martelinc.com Website:</p> <p>WIN Product Line: PANASONIC Product Line:</p>	<p>FSF ID: 31849 VALLEY FORGE POWER SYSTEMS, INC. DbA: KIRK SALES, INC. Attn: Kathryn Kirk, President 2010 McHugh Lane P.O. Box 457 Valley Forge, PA 19481-0457 Phone: (610) 783-6400 Fax: (610) 783-6218 Email: kate@kirksales.com Website:</p> <p>MITSUBISHI Product Line: UPS: Mitsubishi CFR: Alpha Tech</p>
<p>FSF ID: 2776 MTM TECHNOLOGIES, INC. Attn: Brian Shuba 1675 S. State St. Dover, DE 19901-5140 Phone: (302) 744-2250 Fax: (302) 633-9819 Email: bshuba@mtm.com Website:</p> <p>AVAYA Product Line: Voice System: Merlin MAGIX Avaya Communications Manager Voice Messaging: Avaya Intuity Avaya Modular Messaging IVR: Avaya Integrated Response Loggers & Recorders: Witness NICE UPS: Avaya UPS</p>	<p>FSF ID: 16924 NEWTON GROUP DbA: Strategic Products & Services Attn: Brian Pollard 113 Gibraltar Road Horsham, PA 19044-2303 Phone: (973) 359-8512 Fax: (302) 999-7075 Email: bpollard@spscom.com Website:</p> <p>AVAYA Product Line: Voice System: Avaya IP Office Avaya Communications Manager Voice Messaging: Avaya Modular Messaging IVR: Avaya Integrated Response Loggers & Recorders: Witness NICE UPS: Avaya UPS</p> <p><u>Subcontractor:</u> Training U Inc, (TUI)</p> <p>Mutare Software (for Gander Hill) Attn: Sharon Scott 2060 E. Algonquin Rd., SUITE 701 Schaumburg, IL 60173-4162 Phone: (301) 949-6706 Fax: (847) 496.2031 Email: sscott@mutare.com Website: www.mutare.com</p> <p>Ascom (US), Inc. (alternative to Avaya Spectralink Handsets)</p>

	<p>Attn: Paul Schwartz 598 Airport Blvd, Suite 300 Morrisville, NC 27560-7214 Phone: (919) 234-2470 Fax: (919) 234-2526 Email: paul.schwartz@ascomwireless.com Website: www.ascomwireless.com</p> <p>IgeaCare Solutions Inc. (Nurse call, Off Hook Alert, Crisis Alert) Attn: Kevin Khan 91 Granton Drive Richmond Hill, Ontario, L4B 2N5 Phone: (905) 747-2241 or (866) 361-6225 Ext 255 Cell: (416) 356-5053 Fax: (905) 747-2209 Email: kevink@igeacare.com Website: www.igeacare.com</p> <p>WhitlockIS Attn: Bryan J. Thomas 175 Admiral Cochrane Drive, #104 Annapolis, MD 21401-7378 Phone: (410) 770-9762 Fax: (646) 514-7006 Email: bryan@whitlockis.com Website: www.whitlockis.com</p>
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4. SHIPPING TERMS:

[\(Return to Table of Contents\)](#)

F.O.B. destination.

5. PRICING:

[\(Return to Table of Contents\)](#)

Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

6. STATEMENT OF WORK:

[\(Return to Table of Contents\)](#)

Provide a complete listing of all offered and supported telecommunications equipment, software, and ancillary products, including Internet Telephony solutions, video processors and call monitors and recording equipment. As new technologies emerge, it will be the responsibility of the vendors to advise the State of their availability. If the State feels these new technologies will benefit the State, it will allow the vendor to add them to the existing contract offering.

Vendors must be able to supply a single-source Telecommunications solutions to the State. This shall include, but not be limited to, demonstrations, design configuration and engineering assistance, implementation assistance, installation, and training for all system sizes.

Turnkey System

Provide, Install, Integrate and Guarantee On-Going Support of Solution (Turnkey System)

1. PROVIDE – supply as deliverable all essential, new components of a completely functional system as defined in the project scope document.
 - PROJECT SCOPE document can be provided by the agency or can be a contracted service provided by the vendor.
 - ESSENTIAL COMPONENTS may include hardware, proprietary system-only wiring, and software provided by the vendor.
2. INSTALL – delivery, setup, configuration and testing of all hardware and software components to guarantee compatibility and proper system operation.
3. INTEGRATE – guarantee proper network operation and interoperability with existing network components or circuits. Insure compliance with existing State network standards as specified by DTI.
4. GUARANTEE ON-GOING SUPPORT – demonstrated ability to insure proper operation of hardware and software. Ability to provide appropriate levels of support for all components provided as part of the turnkey solution for the term of the contract.

General

Statements made in response or in any appendix to this RFP about equipment or services are considered to be part of the contract. All conditions and questions stated in this RFP must be answered as precisely as possible, and in the sequence as stated. Failure to address any of the requirements or vague responses could result in disqualification of the proposal.

Time Requirements and Penalty

Quotations shall be returned to DTI in ten (10) work days or less, unless mutually agreed upon. Work (equipment ordered, procurement of dates, pre-installation meetings, etc.) must be initiated within 20 days of receipt of purchase order, unless waived by the State. Failure to meet this requirement may result in the State of Delaware seeking judgment on the successful bidder and cancellation of the contract.

Commercial Warrantee and Guarantee Certificate

The successful bidder agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the bidder has given or offered to any customer for such supplies or services and such rights are incorporated into this Contract and provided to the State of Delaware.

At minimum, the successful bidder shall warrant that its products are commercially acceptable and compatible and free from defects in design, workmanship, mechanical and electrical breakdown, system programming, software and materials at no expense to the ordering agency for a period of one (1) year from system acceptance. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

The vendor's warranty must include full parts replacement, including all factory labor and shipping costs. Defective material shall be returned to the contractor for repair or replacement and returned to the site at no cost to the state.

Extended warranties must be fully explained in writing.

Installation

The Contractor may be required to install the proposed telecommunications system to existing wiring. If existing wiring does not accommodate the selected system the ordering agency shall arrange for rewiring as required, using State contract wiring vendors. The response to this RFP shall operate under the premise that all existing wiring is reusable.

Installation shall be conducted to ensure a minimum of interruption to the ordering agency, and shall include, but may not be limited to, the following tasks:

- a. Coordination shall be maintained through the Department of Technology and Information to insure the shortest period of telecommunications service disruption possible.
- b. The Contractor shall provide a schedule of installation to the ordering agency a minimum of one week prior to the start of work. The ordering agency reserves the right to specify changes in the installation schedule which are deemed necessary to meet the agency's day-to-day obligations. At a minimum, the schedule will specify the start of installation and a date/time for completion.

Technical Specifications

The proposed systems are to meet the following requirements. The requirements apply to all electronic applications. The proposal response shall be to furnish, deliver, install and maintain computer controlled digital telecommunications systems. Call processing shall be accomplished by mini- or micro-processors from instructions held in non-volatile memory. The telecommunications systems must be compatible with LUCENT #5ESS and NORTHERN TELECOM DMS-100 CENTREX service and must accommodate all signaling and features associated with the CENTREX service rendered by the local serving central office.

All backboards, connector blocks, patch cords, connector cables and any additional equipment are to be provided by the vendor. All equipment and accessory materials are to be **new** with no refurbished, reconditioned, used or previously installed materials permitted unless expressly agreed to by DTI or the owner agency.

All cable used in this installation must conform to National Electric Code Articles 800 and 725 for use in telephone systems and interconnecting cable runs as modified by the latest version of local electrical codes. Proper fire-stop restorations must be made to all structural penetrations as specified in the NEC, UL and local fire codes. Any cabling or wiring performed must be done only to the extent of required, proprietary installation of the systems and hardware/software of this contract. Any infrastructure wiring for general distribution purposes must be installed by a State contract vendor under the Contract number 01-441-MS - TELECOMMUNICATIONS CABLING & WIRELESS SYSTEMS.

Prevailing Wage Determination shall be made on a case-by-case basis. For pricing purposes on this RFP, no prevailing wage rates are applicable.

Maintenance

A primary consideration in the system selection will be the vendor's ability to provide maintenance, service and support. This section establishes the requirements of the Maintenance Agreement.

Vendor should supply, if requested, annual maintenance cost for the installed telecommunications systems for the post-warranty year of installation. This cost should be listed for Helpdesk, next day parts shipment, or on site maintenance services. Vendor should be very specific as to what is covered and what are "time and material" costs. Maintenance costs should be itemized in a separate section.

If portage is chargeable within the State of Delaware, this portion of your response should be highlighted and explained in full.

The Contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor(s), its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, the Contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The Contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards and policies promulgated by the Department of Technology and Information (DTI) (which are provided upon request), and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, the Contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. The Contractor(s) shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by the Contractor's failure to ensure compliance with DTI standards.

Vendor must guarantee response time of within two (2) hours for emergency service as defined by the owner agency. That service may be delivered via remote diagnostics with on-site response if the problems cannot be corrected remotely. Regular, non-emergency service must be guaranteed by the close of business the following business day. It is preferable to have a toll-free dial-up telephone support service with remote diagnostic troubleshooting. It is preferable to have a next-day parts delivery guarantee.

The vendor shall provide help desk services and remote diagnostics to the State of Delaware on purchases made from this contract. The vendor shall provide technicians with assistance from trainers and manufacturer-certified system experts via a local or toll free number. Problem determination, tracking, reporting and follow-up with callers must be provided. The vendor must provide help desk and remote diagnostics for new systems purchased on this contract.

The vendor's help desk services and remote diagnostics must be available, at a minimum, Monday through Friday, 8:00 a.m. to 5:00 p.m. EST on all business days. These services must be available from the vendor directly, not a third party. The vendor shall provide an answering service, pager, or voice mail system to receive incoming calls during hours that a help desk is not attended, or for after-hours emergency repair calls and service.

Disposal of Equipment

The successful vendor will be responsible for the removal and replacement of all the pre-existing equipment to be disconnected. The replaced systems, sets and ancillary parts should be carefully de-installed, boxed and stored in a location so designated by the agency/site coordinator at each building. Utmost care is to be exercised in maintaining the component parts, sets and ancillary equipment in good condition. The successful bidder will be responsible for any damages as outlined in Section 12. "HOLD HARMLESS."

Proposed System Details

Vendor must supply, if not already available, all necessary jacks, dedicated circuits, connector cables and cross-connect wiring to insure proper functioning of the system.

Vendor must install devices to provide for **power surge protection** for the systems and all circuits. Such devices must meet acceptable industry standards as found in NEC Article 800 Part C and in UL Standard 497 (A and B) for the type system being bid. **Include the cost of this feature and state the method/type of protection in your bid.**

All business telephone and/or handsets must be **hearing aid compatible (HAC)** as mandated by the FCC and ADA.

A complete set of brochures/documentation for each system proposed is required.

Your proposal must include complete pricing for the systems described herein. Pricing should be for installed systems working on a turnkey basis with the equipment delivery included.

All existing house wiring is to be reused wherever possible and acceptable to the owner agency. All installation charges for terminations in the equipment location including mounting all equipment must be included in this bid.

Sufficient electrical outlets and grounding must be ascertained by the vendor and any additional needs must be provided to the owner agency prior to installation.

Training

Training must be included as an inherent part of your proposal. Needs at the ordering agency dictate that training be available for all management personnel, central answering position personnel, and for all staff members. In addition, a training room is to be available for both pre- and post-installation instruction to the staff members. A description of the training procedures that may be associated with the equipment training should be attached to your proposal as an addendum. Training shall be provided at no additional charge to the ordering agency for the warranty period of the system. Concurrent with the installation phase of this agreement the successful vendor shall provide training to each person in the ordering agency. Training shall include a user's guide or written material for each instrument, "classroom" instruction held at the ordering agency's site or choice, and individual instruction as required to insure competency in the operation of the system

The successful vendor shall be required to provide additional instruction as required to personnel directly involved in the answering and redistribution of incoming phone calls. The successful vendor shall provide additional free training as required and shall provide support via a NON-"900" telephone number during the period of this contract.

SYSTEM ADMINISTRATION

The ordering agency shall have the option to select employees for designation as "system administrators." The "system administrators" shall receive additional on-site (at the ordering agency) instruction by the successful vendor. The "system administrators" shall be instructed in the configuration of the system and trained to execute client-programmable changes. The Director of the ordering agency shall have final authority with regard to the need for recurrent training during the term of this contract.

SYSTEM ACCEPTANCE

At the conclusion of the installation phase of a system, the Contractor shall notify the ordering agency that the system may be tested to demonstrate compliance. The mandatory features and requirements of the system, all programmed options, training, and the product literature shall be checked. Acceptance shall be granted by the Office of Telecommunications Technologies or the ordering agency (in writing) when both mandatory and proposed/published features are demonstrated to its satisfaction. No payment shall be due until acceptance is granted. Acceptance shall not be unreasonably withheld or delayed.

ADDITIONAL TERMS AND CONDITIONS

[\(Return to Table of Contents\)](#)

7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost

between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. PRICE ADJUSTMENT:

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.